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**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION**

MELANIE HOGAN, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

TICKETMASTER LLC,

Defendant.

Case No. 2:24-cv-10098

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Melanie Hogan brings this action on behalf of herself, and all others  
2 similarly situated against Ticketmaster LLC (“Ticketmaster” or “Defendant”).  
3 Plaintiff makes the following allegations pursuant to the investigation of her counsel  
4 and based upon information and belief, except as to the allegations specifically  
5 pertaining to herself, which are based on personal knowledge.

### 6 **NATURE OF THE ACTION**

7 1. This is a class action suit brought against Defendant Ticketmaster, LLC  
8 (“Ticketmaster”) for unlawfully selling tickets to entertainment events in Illinois at  
9 above face value prices in violation of the Illinois Ticket Sale and Resale Act.

10 2. The Illinois Ticket Sale and Resale Act says: “it is unlawful for any  
11 person, persons, firm or corporation to sell tickets for baseball games, football games,  
12 hockey games, theatre entertainments, or any other amusement for a price more than  
13 the price printed upon the face of said ticket.” 815 Ill. Comp. Stat. Ann. 414/1.5(a).  
14 Ticketmaster sells many tickets above face value.

15 3. To be sure, this law has certain narrow exceptions for ticket brokers,  
16 resellers, and internet website operators that facilitate the resale of tickets. *See* 815 Ill.  
17 Comp. Stat. Ann. 414/1.5 (b), (c), and (e). But Ticketmaster does not fall into any one  
18 of those exceptions. Every single exception requires the ticket broker, reseller,  
19 auctioneer, or Internet website operator to “adopt[] a procedure for the binding  
20 resolution of consumer complaints by an independent, disinterested third party.” 815  
21 Ill. Comp. Stat. Ann. 414/1.5 (b)(1)(F)(iii) (emphasis added); *accord* 815 Ill. Comp.  
22 Stat. Ann. 414/1.5 (c)(5) and (e)(6). As courts in both this District and the Ninth  
23 Circuit recently made clear, Ticketmaster does not send its disputes to an independent,  
24 disinterested third party. *Heckman v. Live Nation Ent., Inc.*, 686 F. Supp. 3d 939 (C.D.  
25 Cal. 2023), *aff’d*, 120 F. 4th 670 (9th Cir. 2024). Instead, starting on July 2, 2021,  
26 Ticketmaster began sending all its consumer disputes to “New Era ADR” an  
27  
28

1 organization whose “only source of revenue initially” was Ticketmaster. 686 F. Supp.  
2 3d at 958.

3 4. As the Ninth Circuit summarized:

4 New Era was founded in 2020. Its stated mission is to provide a “critical  
5 prophylactic measure for client’s mass arbitration risk.” While the parties  
6 dispute the extent of their collaboration, it is undisputed that New Era and  
7 [Ticketmaster’s] attorneys ... have shown a ‘remarkable degree of  
8 coordination’ in devising a set of procedures to be followed when large  
9 numbers of similar consumer claims are brought in arbitration. New Era  
10 offered a subscription option under which a client company pays an  
11 annual subscription fee. On June 21, 2021, Defendants executed a  
12 subscription agreement as New Era’s first subscriber. Later that same day,  
13 New Era published procedures applicable to large-scale arbitrations in  
14 consumer cases.

15 *Heckman v. Live Nation Ent., Inc.*, 120 F.4th 670, 677 (9th Cir. 2024) (internal  
16 citations omitted).

17 5. Writing a separate concurrence, Ninth Circuit Judge Lawrence J.C.  
18 VanDyke went on to say what we were all thinking: Ticketmaster and New Era ADR’s  
19 cozy relationship created a “massive and obvious conflict of interest.” *Heckman*, 120  
20 F.4th at 694 (concurrence); *see also id.* at 693 (noting that this was a “massive elephant  
21 in the room that cries out for acknowledgement.”). “Not only is the line between  
22 [Ticketmaster] and New Era blurry, but more than that, this agreement would require  
23 a New Era arbitrator to decide the question of whether their employer’s invention—  
24 developed with the help of the party in front of them—is a failure. If the answer to  
25 that question is yes, goodbye New Era and the arbitrator’s job as an arbitrator—with  
26 any arbitration provider, forever.” *Id.* at 695. To hold otherwise requires “expecting  
27 a New Era arbitrator to exhibit a superhuman resistance to ordinary human incentives  
28 to issue a ruling that sinks New Era’s entire operation and his own career.” *Id.*

6. In short, because Ticketmaster failed to hire an “independent and  
disinterested third-party” dispute resolution provider, it cannot charge its Illinois  
consumers any price beyond the face value of the tickets.



and is the largest ticketing company in the United States, with 2019 revenues of approximately \$1.54 billion. Ticketmaster LLC owns and operates the website [www.ticketmaster.com](http://www.ticketmaster.com) and Ticketmaster mobile phone application, which is both a primary and secondary ticket selling platform.

### **RELEVANT FACTUAL ALLEGATIONS**

13. When a consumer visits the ticketmaster.com website, on the main page, she can select various entertainment events in the state of Illinois. For many events, Ticketmaster sells both direct primary tickets at face value, along with verified resale tickets *above* face value. For example, Figure 1, below, shows that Ticketmaster sells primary tickets to a Chicago Bulls game in Section 102, row 9 for face value (at \$179.00), and Figure 2, next page, shows Ticketmaster also sells verified resale tickets in the same row at above face value (at \$192.00).

**Figure 1**

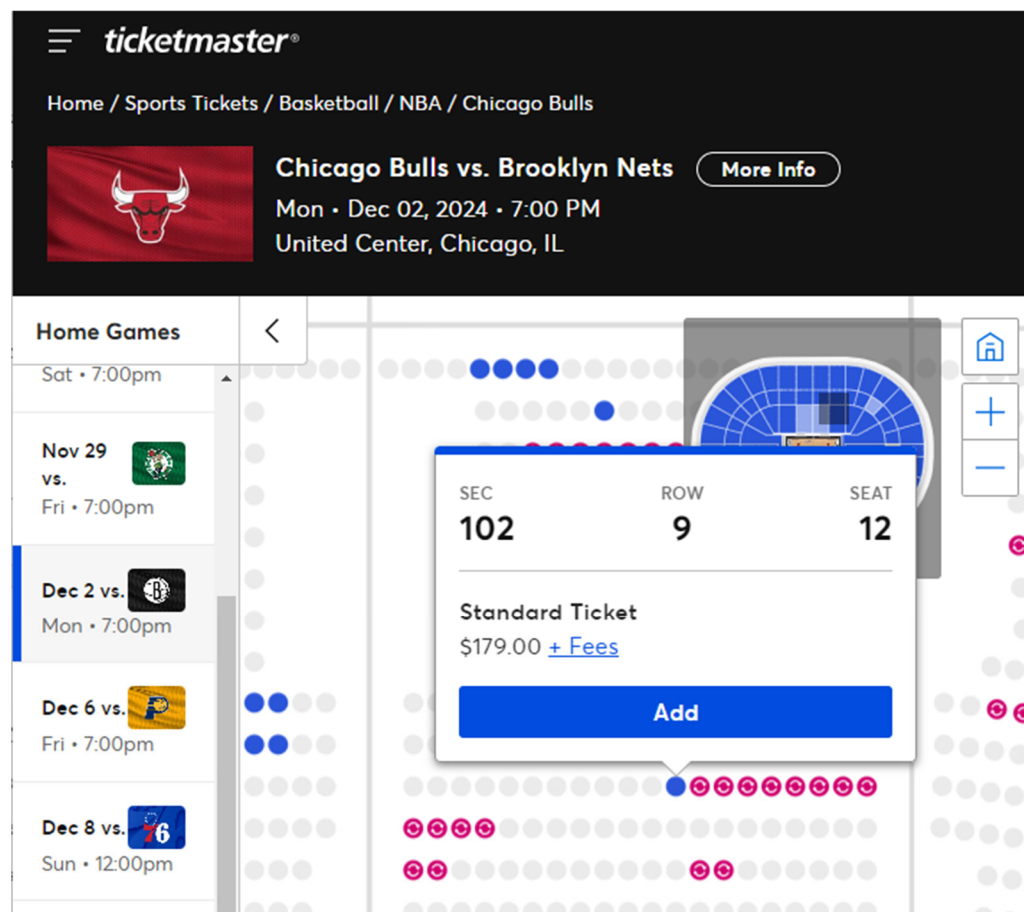
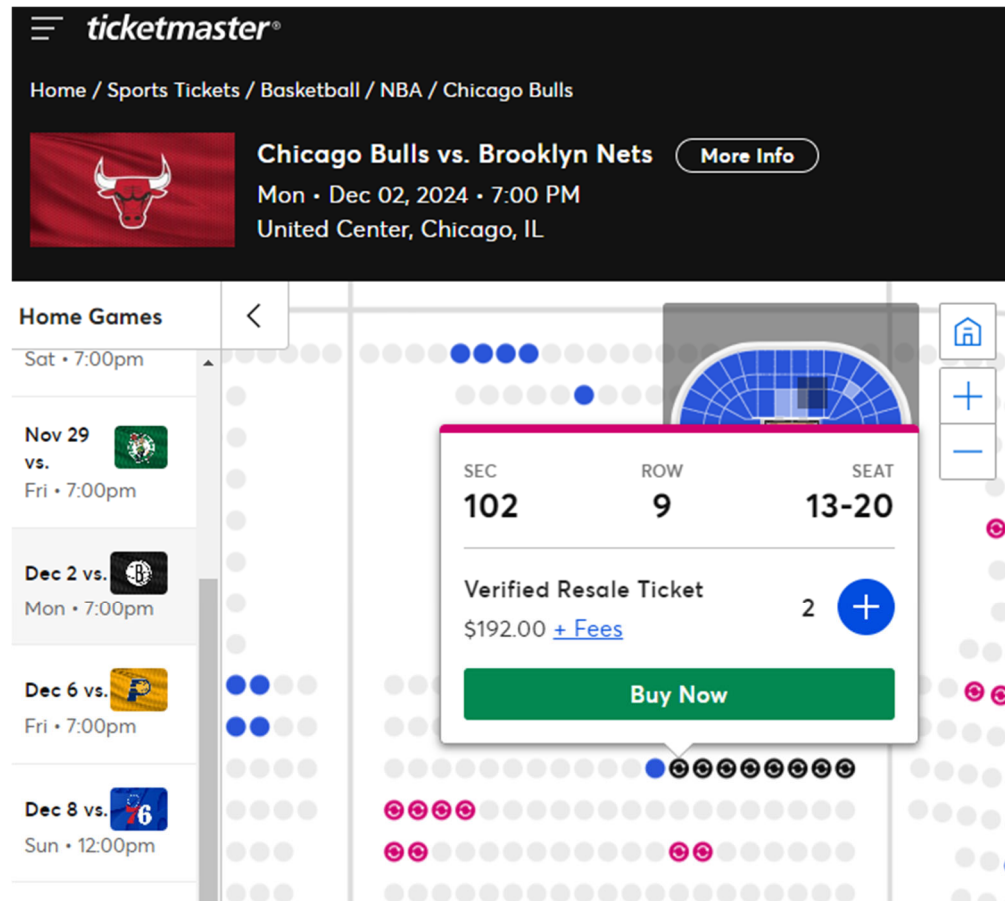


Figure 2



14. Under the Illinois Ticket Sale and Resale Act (“TSRA”), the general rule states that any person (including Ticketmaster) is prohibited from selling tickets to any amusement event at any price above face value. 815 Ill. Comp. Stat. Ann. 414/1.5. To be precise, the law says:

Except as otherwise provided in subsections (b), (c), (d), (e), and (f-5) of this Section and in Section 4, it is unlawful for any person ... to sell tickets for baseball games, football games, hockey games, theatre entertainments, or any other amusement for a price more than the price printed upon the face of said ticket, and the price of said ticket shall correspond with the same price shown at the box office or the office of original distribution.

815 Ill. Comp. Stat. Ann. 414/1.5(a).

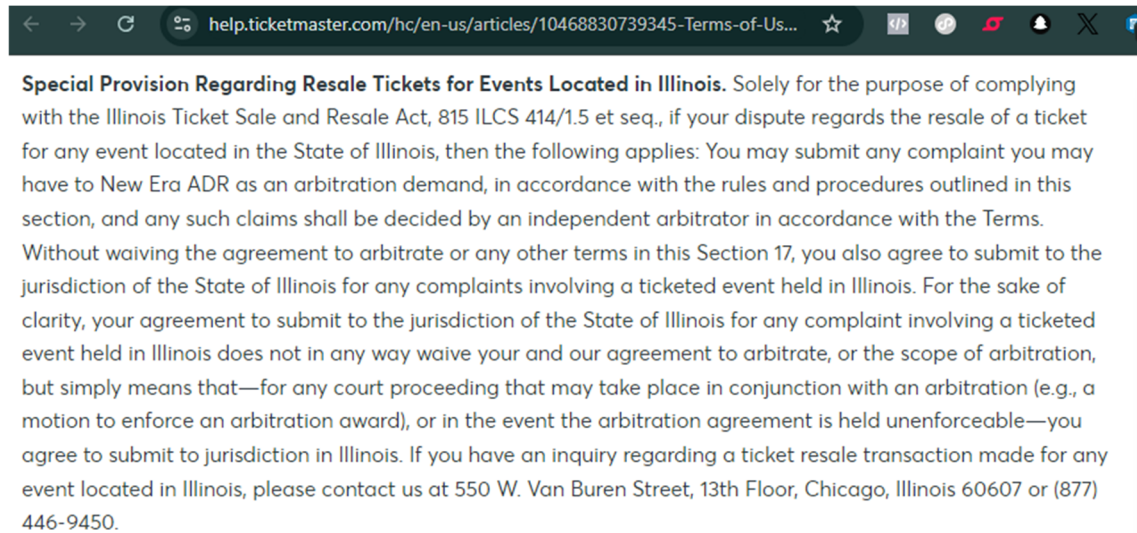
1           15. The Illinois TSRA has several exceptions. *See id.* (“Except as otherwise  
2 provided in subsections (b), (c), (d), (e), and (f-5) of this Section and in Section 4”).  
3 None of these exceptions apply here.

4           16. First, the Illinois TSRA permits *qualifying* ticket brokers to resell tickets  
5 at a markup. 815 Ill. Comp. Stat. Ann. 414/1.5(b). But this only applies to “to the  
6 resale of tickets ... by a ticket broker who meets all of the following requirements ...  
7 the ticket broker has adopted a procedure for the binding resolution of consumer  
8 complaints by an independent, disinterested third party and thereby submits to the  
9 jurisdiction of the State of Illinois.” *See id.*, Section 1.5(b) and (b)(1)(F)(iii) (emphasis  
10 added). But Ticketmaster’s Terms of Use say: “if your dispute regards the resale of a  
11 ticket for any event located in the State of Illinois, then the following applies: You  
12 may submit any complaint you may have to New Era ADR as an arbitration demand.”  
13 *See* Figure 3. The Internet Archive has saved screenshots of this same webpage  
14 showing this exact provision on hundreds of occasions between 2023 and 2024.<sup>1</sup>

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24 <sup>1</sup> [https://web.archive.org/web/20240000000000\\*/https://help.ticketmaster.com/hc/en-us/articles/10468830739345-Terms-of-Use?\\_gl=1\\*140hcy4\\*\\_gcl\\_au\\*MTQzOTg4MzQyOS4xNzMwODY0OTQ5\\*\\_ga\\*M TY2NzgXODc5My4xNzMwODY0OTUy\\*\\_ga\\_C1T806G4DF\\*MTczMDk0NDc3N C43LjEuMTczMDk0NDc5Ni4zOC4wLjA.\\*\\_ga\\_H1KKSGW33X\\*MTczMDk0NDc 3Ni41LjEuMTczMDk0NDc5Ni40MC4wLjA.&\\_ga=2.262943692.1557629343.1730 864285-1667818793.1730864952](https://web.archive.org/web/20240000000000*/https://help.ticketmaster.com/hc/en-us/articles/10468830739345-Terms-of-Use?_gl=1*140hcy4*_gcl_au*MTQzOTg4MzQyOS4xNzMwODY0OTQ5*_ga*M TY2NzgXODc5My4xNzMwODY0OTUy*_ga_C1T806G4DF*MTczMDk0NDc3N C43LjEuMTczMDk0NDc5Ni4zOC4wLjA.*_ga_H1KKSGW33X*MTczMDk0NDc 3Ni41LjEuMTczMDk0NDc5Ni40MC4wLjA.&_ga=2.262943692.1557629343.1730 864285-1667818793.1730864952).



Figure 3



17. New Era ADR is not an independent, disinterested third-party. *See Heckman*, 120 F.4th at 694. So, the (b)(1)(f)(iii) exception does not apply.

18. Second, the Illinois TSRA permits ticket price markups made by a qualifying “reseller engaged in interstate or intrastate commerce on an Internet auction listing service,” 815 Ill. Comp. Stat. Ann. 414/1.5 (c) or a reseller reselling tickets “through an Internet website,” 815 Ill. Comp. Stat. Ann. 414/1.5(e). But to qualify: “the operator [of the Internet auction listing service or Internet website must] ha[ve] adopted an independent and disinterested dispute resolution procedure that allows resellers or purchasers to file complaints against the other.” 815 Ill. Comp. Stat. Ann. 414/1.5(c)(5) and (e)(6) (the quoted portion of both these subsections are identically worded). And again, New Era ADR is not an independent, disinterested third-party. *See Heckman*, 120 F.4th at 694. So, neither the (c)(5) nor the (e)(6) exception applies.

19. Third, the Illinois TSRA permits “a not-for-profit organization for charitable purposes” to sell tickets at a markup. 815 Ill. Comp. Stat. Ann. 414/1.5(d). But Ticketmaster is very much a for-profit organization. So, the (d) exception does not apply.



1           20. Fourth, the Illinois TSRA says it is not “intended to prohibit nor shall  
2 ever be deemed to prohibit a ticket seller ... from collecting a reasonable service  
3 charge ... from a ticket purchaser in return for service actually rendered.” 815 Ill.  
4 Comp. Stat. Ann. 414/4. But this Complaint expressly does not take issue with any  
5 service charges Ticketmaster collects in addition to the price of the tickets it sells on  
6 its platform. So, Section 4 does not apply.

7           21. In short, because New Era ADR is not an independent, disinterested third-  
8 party, Ticketmaster has not complied with the Illinois TSRA. As such, it was  
9 prohibited from selling tickets at a markup to events in the state of Illinois on its  
10 website. Thus, Plaintiff and other consumers that purchased tickets to events at these  
11 unlawfully high prices in the state of Illinois were harmed by paying these unlawfully  
12 applied adjustments. This is a classic pocketbook injury.

### 13                                   **CLASS ACTION ALLEGATIONS**

14           22. **Nationwide Class:** Plaintiff seeks to represent a class defined as all  
15 individuals in the United States who purchased resale tickets to any amusement  
16 event within the state of Illinois from Defendant’s website or mobile application  
17 above the face value of those tickets on or after July 21, 2021. Excluded from the  
18 Nationwide Class is any entity in which Defendant has a controlling interest, and  
19 officers or directors of Defendant.

20           23. **Illinois Subclass:** Plaintiff seeks to represent a class defined as all  
21 individuals in the Illinois who purchased resale tickets to any amusement event  
22 within the state of Illinois from Defendant’s website or mobile application above the  
23 face value of those tickets on or after July 21, 2021. Excluded from the Nationwide  
24 Class is any entity in which Defendant has a controlling interest, and officers or  
25 directors of Defendant.

26           24. Members of the Nationwide Class and Illinois Subclass are so numerous  
27 that their individual joinder herein is impracticable. On information and belief,  
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1 members of the Nationwide Class and Illinois Subclass number in the hundreds of  
2 thousands and possibly millions. The precise number of Nationwide Class and  
3 Illinois Subclass members and their identities are unknown to Plaintiff at this time  
4 but may be determined through discovery. Nationwide Class and Illinois Subclass  
5 members may be notified of the pendency of this action by mail, email, and/or  
6 publication through the distribution records of Defendant.

7       25. Common questions of law and fact exist as to all Nationwide Class and  
8 Illinois Subclass members and predominate over questions affecting only individual  
9 Nationwide Class and Illinois Subclass members. Common legal and factual  
10 questions include, but are not limited to: (a) whether Defendant's failed to select an  
11 independent and disinterested third-party to resolve disputes with resale ticket  
12 purchasers; (b) whether Plaintiff and class members are entitled to statutory damages  
13 under 815 Ill. Comp. Stat. Ann. 414/3.

14       26. The claims of the named Plaintiff are typical of the claims of the  
15 Nationwide Class and Illinois Subclass in that the named Plaintiff and the  
16 Nationwide Class and Illinois Subclass sustained damages as a result of Defendant's  
17 uniform wrongful conduct, based on Defendant's unlawfully applied increases to the  
18 price of resale tickets.

19       27. Plaintiff is an adequate representative of the Nationwide Class and  
20 Illinois Subclass because her interests do not conflict with the interests of the  
21 Nationwide Class and Illinois Subclass members she seeks to represent, she has  
22 retained competent counsel experienced in prosecuting class actions, and she intends  
23 to prosecute this action vigorously. The interests of Nationwide Class and Illinois  
24 Subclass members will be fairly and adequately protected by Plaintiff and her  
25 counsel.

26       28. The class mechanism is superior to other available means for the fair  
27 and efficient adjudication of the claims of Nationwide Class and Illinois Subclass  
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1 members. Each individual Nationwide Class and Illinois Subclass member may lack  
 2 the resources to undergo the burden and expense of individual prosecution of the  
 3 complex and extensive litigation necessary to establish Defendant's liability.  
 4 Individualized litigation increases the delay and expense to all parties and multiplies  
 5 the burden on the judicial system presented by the complex legal and factual issues  
 6 of this case. Individualized litigation also presents a potential for inconsistent or  
 7 contradictory judgments. In contrast, the class action device presents far fewer  
 8 management difficulties and provides the benefits of single adjudication, economy of  
 9 scale, and comprehensive supervision by a single court on the issue of Defendant's  
 10 liability. Class treatment of the liability issues will ensure that all claims and  
 11 claimants are before this Court for consistent adjudication of the liability issues.

## 12 **COUNT I**

### 13 **Violations of the Illinois Ticket Sale And Resale Act**

#### 14 **815 Ill. Comp. Stat. Ann. 414/1, *et seq.***

#### 15 **(On Behalf Of The Nationwide Class and Illinois Subclass)**

16 29. Plaintiff repeats the allegations contained in the foregoing paragraphs as  
 17 if fully set forth herein.

18 30. Plaintiff brings this claim individually and on behalf of the members of  
 19 the Nationwide Class and Illinois Subclass against Defendant.

20 31. Defendant Ticketmaster is a ticket broker or a reseller of tickets under  
 21 the TSRA because it sells tickets on its website and mobile phone application.

22 32. Plaintiff and Class members on purchased tickets to amusement events  
 23 in the state of Illinois through Defendant's website and mobile phone application at  
 24 prices higher than either (1) the face value of the ticket, (2) the price for the ticket  
 25 shown at the box office, or (3) the price of the ticket at the office of original  
 26 distribution, in violation of 815 Ill. Comp. Stat. Ann. 414/1.5(a).  
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- 1 (a) For an order certifying the Classes under Rule 23 of the Federal Rules  
2 of Civil Procedure and naming Plaintiff as representative of the Classes  
3 and Plaintiff's attorneys as Class Counsel to represent the Classes;  
4 (b) For an order declaring that Defendant's conduct violates the statute  
5 referenced herein;  
6 (c) For an order finding in favor of Plaintiff and the Classes on all counts  
7 asserted herein;  
8 (d) For compensatory and statutory damages in amounts to be determined  
9 by the Court and/or jury;  
10 (e) For prejudgment interest on all amounts awarded;  
11 (f) For an order of restitution and all other forms of equitable monetary  
12 relief;  
13 (g) For injunctive relief as pleaded or as the Court may deem proper; and  
14 (h) For an order awarding Plaintiff and the Classes their reasonable  
15 attorneys' fees and expenses and costs of suit.

16  
17  
18 Dated: November 21, 2024

Respectfully submitted,

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